

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

JOHNNY GARRETT,

4:14CV3145

Plaintiff,

V.

# MEMORANDUM AND ORDER

STATE OF ILLINOIS, ATTORNEY  
GENERAL-RESPONDENT, and  
PEOPLE OF THE STATE OF  
ILLINOIS-DEFENDANTS,

Defendants.

The above-captioned matter was provisionally filed on July 7, 2014. (Filing No. [1](#).) However, due to certain technical defects, the Complaint cannot be further processed. To assure further consideration of the Complaint, Plaintiff must correct the defect listed below. **FAILURE TO CORRECT THE DEFECT MAY RESULT IN DISMISSAL OF THE COMPLAINT.**

Plaintiff has failed to include the \$400.00 filing and administrative fees. Plaintiff has the choice of either tendering the \$400.00 fees to the Clerk of the court or submitting a request to proceed in forma pauperis and an affidavit of poverty in support thereof. If Plaintiff chooses to do the latter, the enclosed pauper's forms should be completed and returned to this court.

IT IS THEREFORE ORDERED that:

1. Plaintiff is directed to correct the above-listed technical defect in the Complaint within 30 days of the date of this Memorandum and Order.
2. Failure to comply with this Memorandum and Order will result in dismissal of this matter without further notice.

3. The clerk's office is directed to send to Plaintiff the Form AO240, Application to Proceed Without Prepayment of Fees and Affidavit.

4. The clerk's office is directed to request an inmate trust account statement from Plaintiff's institution.

5. The clerk's office is directed to set a pro se case management deadline in this matter with the following text: August 25, 2014: Check for MIFP or payment.

DATED this 22nd day of July, 2014.

BY THE COURT:

*Richard G. Kopf*

Senior United States District Judge

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